

David Brandon Salmon

Case 18-43 118

1/10/19

objection

Hon Judge Elizabeth Pong  
U.S. Bankruptcy Court  
Eastern District of New York  
NEW YORK

2019 JAN 10 P 1:29

Dear Hon Judge

RECEIVED

In Jesus Name, I want to keep my stay  
 I am asking for objection <sup>again</sup> of the  
 motion that the Bank and the trustee  
 filed to lift my Ch 7 Bankruptcy my  
 Reason for asking to keep my stay is to  
 keep my home, and get a modification  
 from the Bank the loss mitigation was  
 grand to me from the Bank 2008 it  
 was too much interest rate of 8% and  
 the loan payment too high \$500,000 per  
 month the Bank and I had ~~agreed~~  
~~not~~ agreed on a short sale and told  
 me until Feb 2, 2019 it's too short  
 of time to get a buyer and closed  
 by Feb 2, 2019 each time the Bank  
 Nationsstar know Mr Cooper do this  
 to me and my family and stop my  
 Bankruptcy and know I list the house  
 with my brother and he is doing the  
 short sale because Mr Cooper the Bank  
 for Nationsstar Bank send letter to work with me  
 on offering me a opportunity to pursue a short sale  
 my family have hardship and I had to  
 go to Jamaica W.I. my Grandfather and Cousin  
 Die that is the Reason I miss my  
 Court Date and Meeting I am so sorry  
 that he was Buried on 1/9/19 in Jamaica  
 many mother have Power of Att in Rising  
 In Peace of my Cousin and grandfather  
 Pass thanks

Thank you Judge and Happy  
New Year in Jesus Name

Yours David Salmon  
Power Att for

David Salmon  
Valerie Lowe  
Mother

1/8/2019

Yahoo Mail - FW: [EXTERNAL] Death certificate

Sent from my iPhone

External Email. Use Caution.

876

PASSED ON



**WALKER - Elroy Decourtney**  
**"Ellie/Busta":** Late of Labyrinth St. Mary. Died on December 16, 2018. Leaving Mother- Elaine. Significant other- Petra. Children- Elian Anzaine & Nialyss. 3 Step Children. 3 Nieces. 2 Nephews. Grand Nieces & Nephews other relatives and friends. Body of the late leaves L.P. MARTIN

of Quatrina  
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 Ezra Ziri  
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1/8/2019

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FUNERAL HOME, Bailey's Vale, St.  
Mary, for funeral service at the  
Assembly of the Firstborn Church of  
God, Labyrinth St. Mary, on  
Wednesday January 9, 2019 at 11:00  
am.

Interment follows in the family plot  
Labyrinth.

WILLIAM  
"Art":  
Monte  
away  
leaves  
children  
and Ke  
Daniel  
service  
Janua  
Church  
Interm  
James

Sent from my iPhone

Untitled  
129.3kB

Untitled  
304.5kB

1/8/2019

Yahoo Mail - FW: [EXTERNAL] Death certificate

duly registered by me at Entry No. AA 4466  
 Witness my hand this 16th day of December 2018  
 Registration District Kingston Public  
 (Registrar's Signature)

Before Registrar  
 I, the undersigned Registrar, do hereby certify that the death of \_\_\_\_\_  
 aged \_\_\_\_\_ who died on \_\_\_\_\_ 20\_\_\_\_  
 at \_\_\_\_\_ has been duly notified to me.  
 Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Registration District \_\_\_\_\_ parish \_\_\_\_\_  
 (Registrar's Signature)

IMPORTANT—This certificate—delete the one which does not apply, must be  
 delivered with Part C attached to the person effecting the burial (See back. The penalty  
 for not delivering it is \$4 and the burial may be stopped if it is not delivered.  
 If the death has not already been registered it must be registered within fourteen  
 days of occurrence by a relative of the deceased, by a person present at the death, by  
 an inmate of the house where the deceased died or by the person who caused the body  
 to be buried.

No 0181250

This is to notify that the body of \_\_\_\_\_  
 deceased, who died on Sixteenth  
December 2018  
 at Kingston Public  
Hospital  
 was buried on \_\_\_\_\_ 20\_\_\_\_  
 in the \_\_\_\_\_  
 (Signature)  
 Date \_\_\_\_\_

No 0181250

Please feel free to contact me if you have any questions.

Thank you,

1/8/2019

Yahoo Mail - FW: [EXTERNAL] Death certificate

**Joan Powe-Dopwell, MBA, MA****Administrative Supervisor**

Facilities Engineering

Northwell LIJ

270-05 76<sup>th</sup> Ave

New Hyde Park, NY 11040

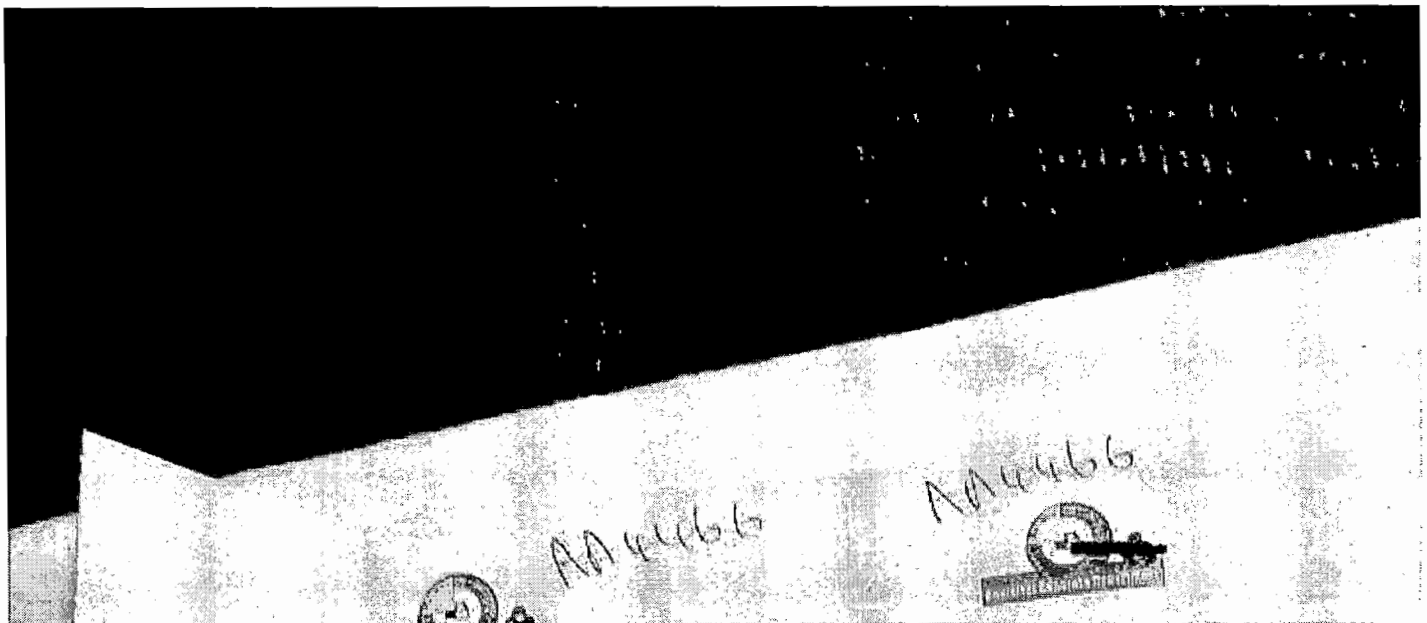
Tel: (718) 470-7267

Email: [jpowedopwe@northwell.edu](mailto:jpowedopwe@northwell.edu)**Northwell Health**Visit us at [Northwell.edu](http://Northwell.edu)

Sent from my iPhone

The information contained in this electronic e-mail transmission and any attachments are intended only for the use of the individual or entity to whom or to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution, copying or disclosure of this communication and any attachment is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by telephone and electronic mail, and delete the original communication and any attachment from any computer, server or other electronic recording or storage device or medium. Receipt by anyone other than the intended recipient is not a waiver of any attorney-client, physician-patient or other privilege.

External Email. Use Caution.



1/8/2019

Yahoo Mail - FW: [EXTERNAL] Death certificate

NOTE

Form of Certificate that is not registered or received notice of a death is to be given by the Registrar (Section 43 (1))

FORM N

THE REGISTRATION (BIRTHS AND DEATHS) LAW

PART B

## CERTIFICATE FOR BURIAL AFTER REGISTRY

I, the undersigned Registrar, do hereby certify that the Death of Elroy Walker who died on 16th day of December 2018 at Kingston Public Hospital has been duly registered by me at Entry No. AN 4466

Witness my hand this 16th day of December 2018 at Kingston Registration District Kingston

(Registrar's Signature)

Before Registry

I, the undersigned Registrar, do hereby certify that the death of Elroy Walker who died on 16th day of December 2018 at Kingston Public Hospital has been duly notified to me.

Witness my hand this 16th day of December 2018 at Kingston Registration District Kingston

(Registrar's Signature)

IMPORTANT—This certificate—delete the one which does not apply, must be delivered with Part C attached to the person effecting the burial (See back. The penalty for not delivering it is \$4 and the burial may be stopped if it is not delivered.

If the death has not already been registered it must be registered within fourteen days of occurrence by a relative of the deceased, by a person present at the death, by an inmate of the house where the deceased died or by the person who caused the body to be buried.

No 0181250

THE REGISTRATION (BIRTHS AND DEATHS) LAW

PART C

Notification for Burial

This portion of the form must be detached by the person effecting the burial AND BY NO ONE ELSE and delivered to the Registrar of Births and Deaths (See back).

This is to notify that the body of Elroydeceased, who died on SixteenthDecember 2018at Kingston PublicHospitalwas buried on 20by the Registrar

(Signature)

Date

No 0181250

1/8/2019

Yahoo Mail - FW: [EXTERNAL] Death certificate

FW: [EXTERNAL] Death certificate

From: Dopwell, Joan (Jpowedopwe@northwell.edu)

To: dannypersaud1@yahoo.com

Cc: jkdopwell@aol.com

Date: Tuesday, January 8, 2019, 11:45 AM EST

Please give these death announcement to my aunt, Valerie Lowe, daughter of our beloved, Orpha Williams, aunt to our dear Elroy Walker who will be buried 1/9/19 in St. Mary, Jamaica. (Please see attachment).

**From:** Aol Email [mailto:jkdopwell@aol.com]**Sent:** Tuesday, January 08, 2019 11:39 AM**To:** Dopwell, Joan <Jpowedopwe@northwell.edu>**Subject:** [EXTERNAL] Death certificate

External Email. Use Caution.

NOTE: Form of Certificate that is required or received under of a death to be given by the Registrar (Section 11 (1)).

FORM B

THE REGISTRATION (BIRTHS AND DEATHS) LAW

PART B

CERTIFICATE FOR BURIAL AFTER REGISTRY

I, the undersigned Registrar, do hereby certify that the Death of Elroy Walker who died on 1/8/19 at St. Mary, Jamaica is hereby certified.

Signature: [Signature]

Registrar

THE REGISTRATION (BIRTHS AND DEATHS) LAW

PART C

Notification for Burial

This portion of the form must be detached by the person effecting the Burial AND BY NO ONE ELSE and delivered to the Registrar of Births and Deaths (See back).



**A Tribute to My dearly beloved Cousin, Elroy Walker aka "Ellie"**

**Good afternoon families, friends, love ones and well-wishers. My name is Joan Dopwell, I am Ellie cousin from New York.**

On behalf of the family in New York, let it be acknowledged that the gratitude we have for your illustration of support for "*Our Ellie*" is inexpressible. It warms my heart to see the number of people who loved my dear cousin. Thank you, we appreciate your presence.

Death is by no means the greatest loss in life, rather, the greatest loss is what dies inside of us while we live. Mans only true possession is in his character, and only a man's character can attest to his life. When he can no longer speak for himself. Not his worldly possession, not his titles or his profession; but only his character. The man who possesses an honorable character is worthy for a tribute that can depict his time spent on earth.

When some people look at Ellie, they may have seen a tough guy. They may have seen a strong guy of few words.

Ellie was one of my favorite cousins. We shared a bond that intertwined us from the root with the blood of our great great grandmother Rosetta Huggins (*aka Rosetta Hoilett*). We shared innumerable special times, special memories and an exceptional love that connected us as family. Ellie's mother, Aunt Elaine was my grandmother, Orpha William sister. Ellie was devastated when he lost his late dear sister Polly. He took very good care of his family and nurtured a host of nieces and nephews.

Ellie was extremely ambitious, *assiduous*, disciplined, loving and dedicated. He was always welcomed into my home whenever he came to NY to work and vise a versa. I was welcome to visit him whenever I visited Jamaica.

Just at a glance at Ellies' character, he was a no-nonsense straight forward individual. He was responsible, caring, zealous and purposeful. He stayed firm in his morals and commitment to serve the lord. He went above and beyond to provide for his family and created a strong foundation for his children and mother. As I reflect, I remember "Ellie" working tirelessly in NY in the freezing cold. He sacrificed warmth and comfort to build a house for his family. He relied on his god given strength because he had no one else to provide for him. He built his house by the sweat of his brows and his own two hands in order to create a legacy for his children and mother.

Ellie was always serious about life and I always admired his maturity. He was young, yet goal oriented. This was an indisputable demonstration of his intellect.

My dearly beloved cousin, you will be missed, but the memories are forever engraved in our hearts. You are the breath of fresh air that came into our lives with love and unique qualities. I will miss your early morning Saturday calls. We came from the same root, the same family tree,

Into the world we sprouted its destiny. It's cousin to cousin, a special thing. A closeness (bond) to which we are tied.

You have always been there to laugh with me or just to talk. You were a phenomenal part of my life I will always dwell in my heart, cousin, you will always be special to me. Our love for you transcends your mortal being into eternity.

Ellie touched many lives and will be missed but never ever forgotten!

***To be absent from body his to be present with the lord....***

Scripture reading... 1 *Thes. (4:13-18)*

13But I would not have you to be ignorant, brethren concerning those who are asleep, that you may not grieve as others do who have no hope.

For since we believe that Jesus died and rose again, even so, through Jesus. God will bring with him those who have fallen asleep.

For this we declare to you by the word of the Lord, that we who are alive, who are left until the coming of the lord, shall not precede those

For the Lord himself will demand from heaven with a cry of command, with the archangel's call, and with the sound of the trumpet if god, and **the dead in Christ will rise first; then we who are alive, who are left, shall be caught up together with them in the clouds to meet the Lord in the air; and so we shall always be with the lord.**

**Therefore comfort one another with these words. Amen!**

PS Big hugs and kisses from your favorite cousin Joan and family with much love!!  
Rest In Piece, God Bless!

Respectfully,

Joan Dopwell & Family



8950 Cypress Waters Blvd.  
Coppell, TX 75019

## CHANGING THE FACE OF HOME LOANS

**12/19/2018**



## OUR INFO

ONLINE

**www.mrcooper.com**



## YOUR INFO

DEBTOR(S)

DAVID SALMON



LOAN NUMBER

~~CONFIDENTIAL~~

PROPERTY ADDRESS

111-43 130TH ST

**SOUTH OZONE PARK, NY 11420**

5232 1 MB 0.424 T16 P1 AUTO 903340.2-NNNN-30152702

DAVID SALMON

11143 130TH ST

SOUTH OZONE PARK, NY 11420

Dear David Salmon:

### Why am I receiving this letter?

We received your application for loss mitigation options and supporting or supplementary documentation (the "Borrower Response Package") you have provided. We have conducted a review of the documentation supplied by you and your response appears to be complete as of 2018-12-18.

The evaluation period for loss mitigation options has now begun and is generally 30 days. The evaluation period for loss mitigation options has now begun and is generally 30 days. Because you have timely submitted a complete Borrower Response Package, you are entitled to certain foreclosure protections during the evaluation period and we will not bring a motion for relief from the automatic stay before evaluating your complete application.

During the evaluation period, we will closely review the contents of the Borrower Response Package and determine whether or not you are eligible for loss mitigation options based upon that information. If we determine at a later date that we need additional information to complete our evaluation of your application, we will request the additional information from you and provide you with a reasonable opportunity to submit it. In such case, the evaluation process may take longer and the foreclosure protections could end if we do not receive the information as requested.

Please note that you may be entitled to additional protections under State or Federal law.

Once we have concluded our evaluation, we will send you a notification informing you of the loss mitigation options which are and are not available to you. If you qualify for a loss mitigation option, you will have 14 days from your receipt of the offer to accept or reject the offer. If you do not respond within 14 days, the offer may be deemed as rejected. There is no guarantee that you will qualify or receive any loss mitigation options. Depending upon the programs for which you are evaluated, we may be required to obtain third party approval to determine your eligibility.

## What do I need to do?

No action is required. This letter is for informational purposes only.

If you have any questions, your Dedicated Loan Specialist is Kristi Berry and can be reached at (866)-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper

03340 2-NININ-101762010-5222 1



Short Sale  
Notice

Call Bankrupt  
9 AM - 12:30 PM

1. Contact us at 866-316-2432 or in writing at PO Box 619097, Dallas, TX 75261 no later than 1/5/19 to indicate your intent to accept this offer to pursue a short sale. If you indicate your intent to accept this offer we will defer or suspend steps to seek Bankruptcy Court approval to take foreclosure action on the loan until 2/5/19 while you attempt to sell your home. If you do not contact us by 1/5/19 to accept this offer, and you have not accepted another loss mitigation option or appealed our denial of a modification, we may take steps to obtain Bankruptcy Court approval to start or continue foreclosure proceedings and a foreclosure sale may occur.
  2. If you have not already done so, you will need to contact a real estate agent and list the property for sale. If you wish us to work directly with your real estate agent or another party on your behalf, you will need to provide a Third Party Authorization to us. You can obtain a Third Party Authorization form on our website at [www.mrcooper.com](http://www.mrcooper.com).
    - o If you need help finding a real estate agent, contact your Single Point of Contact (SPOC) who can refer you to a listing agent in your area.
  3. If you have not already done so, have your real estate agent initiate a Short Sale case in Equator (our system of record) at [www.equator.com](http://www.equator.com) to start the Short Sale review.
  4. If you have not already done so, have your real estate agent provide the following documents in Equator once they are available:
    - o Third Party Authorization
    - o Multiple Listing Service (MLS)
    - o Listing Agreement
    - o Purchase Agreement (if you have an offer)
    - o Proposed Closing Disclosure or Settlement Statement (if you have an offer)
    - o Buyer's Proof of Funds (if you have an offer)
- Note: Based on Investor requirements, additional documentation may be required

We will review any offers that are received for acceptability. Please be prepared to allow access to the property for an interior valuation of your home.

In some cases, a short sale auction may be required as part of the evaluation process to either help find an offer or validate an offer you already have. If an auction is required, you will be given further information and asked to sign a Short Sale Auction Agreement.

If you are not able to obtain a purchase offer that is acceptable to us by 2/5/19, you may continue your short sale effort, but we may take steps in the Bankruptcy Court to commence or continue foreclosure. We may review any purchase offer submitted, but only if there is adequate time to evaluate the offer prior to the foreclosure sale date.

**NOTE: Cancellation of debt may have tax consequences. Please consult your tax advisor to discuss potential tax consequences.**

**B. Deed-in-Lieu/Mortgage Release:** A Deed-in-Lieu, also called a "Mortgage Release", permits a borrower to voluntarily transfer the property to the owner of the mortgage to satisfy the debt. Depending upon applicable law and investor requirements, the borrower may be required to pay funds to reduce the difference between the amount owed on the loan and the value of the property being transferred.

Based on a careful review of your information, you have been conditionally approved to pursue a Deed-in-Lieu of foreclosure/Mortgage Release.

**If you are interested in transferring the property through a Deed-in-Lieu/Mortgage Release, please follow the steps below.**



CHANGING THE FACE OF HOME LOANS

8950 Cypress Waters Blvd.  
Coppell, TX 75019

12/22/2018

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

3502 2 MB 0.424 T11 P1 AUTO 905572.2-NNNN-30154271  
DAVID SALMON  
11143 130TH ST  
SOUTH OZONE PARK, NY 11420

YOUR INFO  
DEBTOR(S)  
DAVID SALMON  
CASE NUMBER  
[REDACTED]  
LOAN NUMBER  
0610397119  
PROPERTY ADDRESS  
111-43 130TH ST  
SOUTH OZONE PARK, NY 11420

Dear DAVID SALMON:

We have reviewed your application for mortgage assistance. Please find a summary of the programs for which you were evaluated below, based on the eligibility requirements of U.S. Bank (BOA-LaSalle National Bank), the owner/guarantor/trustee of the mortgage loan. U.S. Bank (BOA-LaSalle National Bank) requires us to review your application for the options available to you in a certain order. This means that if you are approved for an option higher in the order, you may not qualify for options that are lower down on the list.

Please note that we have reviewed you for options that would allow you to keep the property and for options that would mean that you would not keep the property. Although you may have requested a specific loss mitigation option, we have evaluated you for all other available options to ensure you have sufficient information to make an informed decision.

- **Proprietary Modification** - Declined
- **Short Sale** - Conditionally Approved
- **Deed In Lieu** - Conditionally Approved

Detailed information about the available loss mitigation programs and our analysis of your eligibility are provided below. You may find you are approved, or conditionally approved, for several different options. If you are eligible for more than one option, you may only accept one offer. Please note the deadlines to respond to each offer because if you do not respond in time, we will treat that as a rejection of the offer. To appeal a modification denial, you must appeal by the specified deadline.

Please be sure to read the instructions related to each option carefully. Please note that, unless specified otherwise, the instructions in each section relate only to the option discussed in that section.

**I. Retention Option:** Retention options allow a borrower to continue to make payments and remain in the property.

**A. Modification:** A modification changes the terms of the loan to cure past-due amounts and usually provides for more affordable payments.

### Modification Program Review

You were evaluated for mortgage payment assistance based on the eligibility requirements of U.S. Bank (BOA-LaSalle National Bank), but were declined for the following program(s).

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





**Notices of Error:**

If you believe an error has been made with respect to the mortgage loan, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the error you believe has occurred. To submit a notice of error, you must send this information to the following address:

Mr. Cooper  
Attn: Notice of Error/Request for Information  
PO Box 619098  
Dallas, TX 75261-9741

**Requests for Information:**

To request information regarding the account, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the information you are requesting with respect to your mortgage loan. To submit a request for information, you must send this information to the following address:

Mr. Cooper  
Attn: Notice of Error/Request for Information  
PO Box 619098  
Dallas, TX 75261-9741

903340.2-NNNN-101762049-5232.2



CHANGING THE FACE OF HOME LOANS

**New York Residents:** Nationstar Mortgage LLC d/b/a Mr. Cooper is licensed by the New York City Department of Consumer Affairs License Number: 1392003. **If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).**

**New York Residents Income Disclosure:** If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

903340.2-NNNN-101762049-5232.3\*



**Notices of Error:**

If you believe an error has been made with respect to your mortgage loan, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the error you believe has occurred. To submit a notice of error, you must send this information to the following address:

Mr. Cooper  
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PO Box 619098  
Dallas, TX 75261-9741

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Notice of Error/Request for Information  
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Dallas, TX 75261-9741





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**New York Residents Income Disclosure:** If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.



905572.2-NNNN-102215558-3502.6\*



1. Contact us at 866-316-2432 or in writing at PO Box 619097, Dallas, TX 75261 no later than 1/5/19 to indicate your intent to accept this offer to pursue a Deed In Lieu/Mortgage Release. If you indicate your intent to accept this offer we will not refer your loan to foreclosure, or if your loan has been referred to foreclosure, we will suspend the next action in the foreclosure proceedings. If you do not contact us by this date to accept this offer, and you have not accepted another loss mitigation alternative or appealed our denial of a modification, or if you accept but we are unable to complete the Deed In Lieu/Mortgage Release within 45 days of your acceptance, we may start or continue with the foreclosure process and a foreclosure sale may occur.
2. If you have not already done so, go to [https://www.mrcooper.com/reference\\_documents/statement\\_of\\_information.pdf](https://www.mrcooper.com/reference_documents/statement_of_information.pdf) to obtain a Statement of Information form. You can also contact your Single Point of Contact and you will be provided with a copy of the form. Make sure all Borrowers on the mortgage have completed, and signed the Statement of Information. Please submit the Statement of Information Form as soon as possible. This provides us with important additional information that we need to start the Deed-in-Lieu/ Mortgage Release final review.
  - o Online: [www.mrcooper.com](http://www.mrcooper.com)
  - o Email: [modification.assistance@mrcooper.com](mailto:modification.assistance@mrcooper.com)
  - o Fax: 214-488-1993
  - o Mail: Attn: Loan Modification Processing Unit -PO Box 619097, Dallas, TX 75261

This approval is conditioned upon a clear title, and if there are any junior lienholders, they must release their interest in the property. You and any other occupants will be required to vacate the property and must leave it in broom swept condition, free of trash, debris or damage, and all personal belongings must be removed. You will need to provide access so that we can conduct an interior inspection of the property. The completion of the Deed-in-Lieu/Mortgage Release is still subject to investor and our guidelines.

**NOTE: Cancellation of debt may have tax consequences. Please consult your tax advisor to discuss potential tax consequences.**

#### Additional Information Related to All Loss Mitigation Options

**Automated valuation only (electronic, no printed document):** An automated valuation was developed in connection with your application for loss mitigation. The property valuation provided to us electronically was \$582,243.00. There is no available written documentation associated with this valuation.

\$ 582,243.00

Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

**Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.**

If you have any questions, your Dedicated Loan Specialist is Kristi Berry and can be reached at (866)-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are Monday through Thursday 7 am to 8 pm (CT), Friday 7 am to 7 pm (CT) and Saturday 8 am to 12 pm (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper

905572.2-NNNN-102215558-3502.4



• **Proprietary Modification - Declined**

• **Denial Reason: Insufficient Monthly Payment Reduction**

We are unable to offer you a modification because in performing our underwriting of a potential modification we could not reduce your principal and interest payment.

Please note, as the servicer of the loan, we are responsible for responding to any questions related to investor requirements or the review of your request for assistance.

**Right to Appeal**

You have the right to appeal your loan modification denial within 30 calendar days from the date of this notice. The appeal must be in writing, state that you are requesting an appeal of our decision, and must be sent to the mailing address below. You must include in the appeal your name, property address, and mortgage loan number. Please specify the basis for your dispute, and include any documentation you believe is relevant to the appeal, such as property valuation or proof of income.

Mr. Cooper  
Attn: Notice of Error/Request for Information  
PO Box 619098  
Dallas, TX 75261-9741

If you elect to appeal, we will provide you a written notice of our appeal decision within 30 calendar days of receiving your appeal. Our appeal decision is final, and not subject to further appeal.

**II. Non-Retention Option:** A non-retention option allows a borrower to transition out of their property without going through foreclosure. Non-retention options include Short Sales or Deeds-In-Lieu (sometimes known as a Mortgage Release)

**A. Short Sale:** This option permits a borrower to sell their home for less than the balance remaining on the mortgage loan. Depending upon applicable law and investor requirements, a borrower may or may not be required to pay funds to reduce the difference between the amount owed and the approved purchase price.

Based on a careful review of your information, we are offering you an opportunity to pursue a short sale subject to the conditions set forth below. A final decision on the short sale is contingent upon our review of the purchase contract and any applicable investor requirements. If the purchase contract is acceptable, you will receive a written final approval and closing information. If the purchase contract is unacceptable, we will notify you that the Short Sale is not approved.

If you are interested in selling your property through a Short Sale, please follow the steps below.

905572.2-NININ-102215558-3502.2



CHANGING THE FACE OF HOME LOANS

8950 Cypress Waters Blvd.  
Coppell, TX 75019

12/19/2018

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)YOUR INFO  
DEBTOR(S)  
DAVID SALMON  
CASE NUMBER

  
0610397119
PROPERTY ADDRESS  
111 -43 130TH ST  
SOUTH OZONE PARK, NY 11420

  
5232 1 MB 0.424 T16 P1 AUTO 903340.2-NNNN-30152702
DAVID SALMON  
11143 130TH ST  
SOUTH OZONE PARK, NY 11420

Dear David Salmon:

**Why am I receiving this letter?**

We received your application for loss mitigation options and supporting or supplementary documentation (the "Borrower Response Package") you have provided. We have conducted a review of the documentation supplied by you and your response appears to be complete as of 2018-12-18.

The evaluation period for loss mitigation options has now begun and is generally 30 days. The evaluation period for loss mitigation options has now begun and is generally 30 days. Because you have timely submitted a complete Borrower Response Package, you are entitled to certain foreclosure protections during the evaluation period and we will not bring a motion for relief from the automatic stay before evaluating your complete application.

During the evaluation period, we will closely review the contents of the Borrower Response Package and determine whether or not you are eligible for loss mitigation options based upon that information. If we determine at a later date that we need additional information to complete our evaluation of your application, we will request the additional information from you and provide you with a reasonable opportunity to submit it. In such case, the evaluation process may take longer and the foreclosure protections could end if we do not receive the information as requested.

Please note that you may be entitled to additional protections under State or Federal law.

Once we have concluded our evaluation, we will send you a notification informing you of the loss mitigation options which are and are not available to you. If you qualify for a loss mitigation option, you will have 14 days from your receipt of the offer to accept or reject the offer. If you do not respond within 14 days, the offer may be deemed as rejected. There is no guarantee that you will qualify or receive any loss mitigation options. Depending upon the programs for which you are evaluated, we may be required to obtain third party approval to determine your eligibility.

**What do I need to do?**

No action is required. This letter is for informational purposes only.

If you have any questions, your Dedicated Loan Specialist is Kristi Berry and can be reached at (866)-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



903340.2-NNNN-101762049-5232.1



## \*Means Required Information

\*Broker Load (Y or N) ☒

\*ML # 1304391

LOCATION

Street #: 111-43 Street Dir: ☐ \*Street Name: 130TH STREET St Suffix: ☐  
 \*Town: SOUTH OZARK PARK \*Zone: ☐ \*Zip: 11420 Zip + 4: ☐  
 Sec/Area: ☐ Cross St: ☐  
 \*School District Name: ☐  
 \*School District #: ☐ District: ☐ Section: ☐ Block: ☐  
 Lot: ☐ Zoning: ☐ Cul-de-sac (Y or N): ☐  
 \*Waterfront (Y or N): ☐ Water Frontage: ☐ Waterfront Desc.: ☐ \*Waterview (Y or N): ☐  
 Bulkhead (Y or N): ☐ Docking Rights: ☐ Beach Rights (Y or N): ☐ \*Adult Community (Y or N): ☐ Minimum Age: ☐

PRICE &amp; DATES

\*Listing Price: 325000.00 \*Taxes (w/o exempt.): ☐ Additional Village Taxes: ☐  
 \*Listing Date: 1/18/2018 \*Exp Date: 9/18/2018 DS VL 1/19/2018

HOME CHARACTERISTICS

\*Style: COLONIAL \*Rooms: 07 \*Bedrooms: 03 \*Baths-Full: 01 \*Baths-Half: 00  
 # Families: 01 \*Detached/Att (Det-Att-Sd): 007 # Kitchens: 01 \*Eat In Kitchen (Y or N): ☒  
 \*Dining Room: YES \*Den/Family Rm (Y or N): ☐ \*Office (Y or N): ☐ \*Attic (Y or N): ☐ Handicap Access (Y or N): ☐  
 Handicap Access Desc.: ☐  
 Approx int Square Footage: 2000 \*Basement (Crawl-Full-Part-None-Opt): FULL Finished Bsmt (P-Y-N): ☒  
 # Fireplaces: ☐ WW Carpet (Y or N): ☐ Wood Floors (Y or N): ☒ \*Approx. Year Built: 1950 \*New Construction: (Y or N): ☒  
 Skylight: ☐ Appearance: POOR  
 Green Features (Y or N): ☐ Green Desc.: ☐  
 Floor Description: KICK NOT FINISHED  
 Bsmt/Subfloor: ENCL PORCH LIVING ROOM 12 Dinning Room 11  
 \*1st Floor: 3BR 1 KILL DATA  
 2nd Floor:  
 3rd Floor:

EXTERIOR

\*Construction: FRAME Garage: NO Garage Type: ☐ \*Driveway (PTY-PVT-N): PVT  
 Deck: ☐ Patio: ☐ Porch: ☐  
 \*Pool: ☐ Pool Desc.: ☐  
 Inground Lawn Sprinklers: ☐ Tennis Court (Y or N): ☐ Tennis Court Desc.: ☐  
 Horse Property: ☐ \*Lot Size: ☐ \*Lot Sq. Footage: ☐  
 Building Size: ☐

APPLIANCES

\*Stove: ☒ \*Refrigerator: ☒ \*Washer: ☐ \*Dryer: ☐ \*Dishwasher: ☒  
 \*Fuel: GAS \*Heat: HS # Heating Zones: ☐ Sewer (Y or N): ☐ Separate Hot Water Heater: ☐  
 \*A/C (# or CAC): ☐ CAC # Zones: ☐ Water (Public-Well): PUBLIC

OWNER/BROKER

\*Owner: DAVID SALMON \*Status/Showing Phone #: 646-261-6203  
 \*Seller Agency Compensation: ☐ \*Buyer Agency Compensation: ☐  
 \*Broker Agency Compensation: ☐ Agency (Enter A If Agency): ☐ \*Exclusions (Y or N): ☒ \*Negotiate Direct (Y or N): ☒  
 Occupancy: ☐  
 Show Instructions: CALL RON 646-261-6203 Lockbox (Y or N): ☒ Owner Financing (Y or N): ☒

REMARKS

Remarks:  
 \*Directions:  
 Property Desc.:  
 (No Contact info, Status, etc.)

MISCELLANEOUS

Rent Income: ☐ \*Also For Rent (Y or N): ☐ Rental Price: ☐  
 \*Listing Broker Compensation (For Rental): ☐  
 Items Excluded In Sale: ☐  
 \*Supersedes (Y or N): ☐ Supersedes ML #: ☐ \*REO (Y or N): ☐ Short Sale: ☐

OPEN HOUSE

Broker Open House Start Date: ☐ Broker Open House End Date: ☐  
 Broker Open House Time: ☐ Broker Open House Note: ☐  
 Consumer Open House Start Date: ☐ Consumer Open House End Date: ☐  
 Consumer Open House Time: ☐ Consumer Open House Note: ☐

CONTACT

Owner Signature: David Salmon P.O.F.A. Owner Signature: Valerie Lowe For David Salmon  
 Address: 111-43-130th St. S. OZARK PARK Email Address:  
 Home Phone: 347-488-8682 Other Phone:



ML# X1304321

Address

111-43-130 St South Oceans NYList Price 325000**LISTING AGREEMENT FOR REAL PROPERTY  
EXCLUSIVE RIGHT TO SELL**Commission Rates for the Sale, Lease or Management of Property Shall be Negotiated between the BROKER<sup>1</sup> and the Owner**EMPLOYMENT**

- The BROKER agrees to act as a special limited agent for the Owner(s) for the sole purpose of finding a Purchaser and/or Tenant to buy and/or rent the property described in the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.
- The parties agree that the BROKER represents the owner as seller's agent and shall cooperate with other licensed real estate brokers who are Participants in the Multiple Listing Service of Long Island, Inc. (MLSLI) (Cooperating Brokers). The owner acknowledges the BROKER must cooperate with agents who represent buyers. Such buyer's agents represent the interests of the prospective buyers only. In addition to cooperating with buyer's agents the owner authorizes the BROKER to work with seller's agents and/or broker's agents as indicated by the compensation offered in paragraph 6. The compensation to be paid to a cooperating broker representing a buyer should be inserted in paragraph 6 of this agreement.
- The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, images, graphics and video recordings of the owner's property whether taken by BROKER'S agent, supplied by owner or otherwise (listing content), into a listing content compilation owned by MLSLI. The Owner understands and agrees that said compilation is exclusively owned by MLSLI who alone possesses the right to publish said compilation in any media form it deems appropriate including, the World Wide Web. MLSLI may license, sell, lease and commercially utilize its compilation. Among other uses MLSLI may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the owner other than the owner's name. If any photograph, image, graphics or video recordings were created by the owner and are delivered to BROKER for use in the MLSLI compilation by virtue of such delivery and the execution of this agreement the owner(s) hereby irrevocably assign and Transfers to BROKER any and all copyright rights and other intellectual property rights in the foregoing.
- BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Owner(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property.
- The owner shall not offer nor show their property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER, nor shall the owner negotiate the sale or rental of the property with a buyer unless the BROKER participates in such negotiations.

**COMPENSATION**

- The Owner(s) hereby agrees to pay the BROKER a total commission in the amount of 5 % of the selling price Or \$ \_\_\_\_\_ or in the case of a rental by separate agreement. Said commission shall be shared with Cooperating Brokers as follows:  
If the Cooperating Broker is a Seller's Agent \_\_\_\_\_ % of the selling price Or \$ \_\_\_\_\_.  
If the Cooperating Broker is a Broker's Agent \_\_\_\_\_ % of the selling price Or \$ \_\_\_\_\_.  
If the Cooperating Broker is a Buyer's Agent \_\_\_\_\_ % of the selling price Or \$ \_\_\_\_\_.  
B. Said total commission shall be earned and payable under any of the following conditions:  
(a) If the BROKER or Cooperating Broker produces a buyer ready, willing and able to purchase the property on the terms and conditions set forth in the PDS;  
(b) If through the BROKER's or Cooperating Broker's efforts a buyer and the owner(s) reach an agreement upon all the essential terms of a transaction.  
(c) If the property is sold or rented during the term of this Agreement whether or not the sale or rental is a result of the BROKER'S efforts and even if the property is sold as a result of the efforts of the Owner(s) or any other broker or agent not acting under this agreement.  
(d) If the BROKER or Cooperating Broker is the procuring cause of a transaction.
- The above compensation shall be paid to the BROKER in the event that the owner enters into a contract of sale to sell the property or actually sells the property within a period of \_\_\_\_\_ days after the termination of the agreement to any person (buyer) who has been shown the property during the term of this agreement. This paragraph shall not apply if the Owner(s) has in good faith relisted the property with another broker after the expiration of this Agreement and prior to the commencement of negotiations with such buyer.

**GOOD FAITH**

- In the event the Owner(s) signs a binder/contract of sale during the term of this employment agreement, the parties agree that the expiration date set forth below shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of one of the parties. Nothing herein contained is intended to reduce the term of this Agreement.
- The Owner(s) agrees at all times to act in good faith to assist the BROKER in the performance of the BROKER'S obligations and to fully cooperate with the BROKER in the BROKER'S efforts to find a buyer for the property and complete the transaction contemplated by this agreement.

**RENTAL OF THE PROPERTY**

- Should the Owner(s) desire to rent the property or any portion thereof during the term of this agreement, the parties shall modify this agreement so as to specify the amount of the rent desired by the Owner(s); the terms of the rental; the amount of commission to be paid to the BROKER.
- In the event the tenant purchases the real property described in the PDS during the term of the tenancy or during the occupancy of the tenant where such occupancy exceeds the original term, the Owner(s) agrees to pay the BROKER the total commission set forth in paragraph 6 hereof.

**TERM OF AGREEMENT**

- This agreement shall commence on the date set forth below and shall terminate at midnight on 2/10/2019

**MISCELLANEOUS PROVISIONS**

- Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by certified or ordinary mail.
- ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this agreement.
- The Owner(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the MLSLI are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed portions hereof.

**ARBITRATION**

- Any dispute between the parties arising out of this agreement where the amount in dispute exceeds small claims court monetary jurisdiction shall be resolved by arbitration before one arbitrator. This paragraph shall not apply if all of the parties to such dispute are REALTORS. The arbitration shall be held in the county in which the real estate, which is the subject matter of this agreement, is located. The arbitration shall be governed by the rules of the National Arbitration and Mediation and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing herein contained is intended to deny any Party from applying to the Courts for injunctive relief such as is provided in CPLR 2701.

**ESCROW AND RECOVERY OF FEES**

- If, for any reason, the BROKER is not paid the compensation set forth herein on the due date or there is a dispute concerning the payment of all or part of said compensation, the Owner(s) shall deposit with the Long Island Board of Realtors, Inc. an amount equal to the compensation set forth herein or the disputed amount, as the case may be. If the Owner's attorney is holding money in an escrow account to which the Owner is entitled, or over which the Owner has control, the Owner shall direct the attorney and the attorney shall be required to make the deposit herein required to the extent of such monies. Absent a non-appealable court order to the contrary the attorney shall not release said deposit to any party. The said monies shall be held by the Long Island Board of Realtors, Inc. or other escrowee in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties, (ii) by an award of an arbitrator, (iii) by judgment or (iv) by some other process to which the parties agree in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, including but not limited to the above escrow provision, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees, fees paid to investigators, fees paid to arbitration tribunals and arbitrator's fees. Paragraphs 17 and 18 hereof shall be deemed to be incorporated into the terms of any contract of sale executed by the Owner(s) with a buyer/tenant procured by BROKER, or a cooperating broker in their performance of this agreement.

**INDEMNITY**

- In the event any claim or action is commenced against the BROKER or a cooperating broker as a result of the BROKER or cooperating broker obeying the lawful instructions of the Owner(s), then, and in such event, the Owner(s) hereby agrees to defend, indemnify and hold harmless the BROKER or cooperating broker in any such claim or action. Owner shall have the right to select counsel in such event, subject to the approval of the BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.
- With respect to the provisions of this agreement relating to compensation, (Paragraph 6) escrow and recovery of fees, (paragraph 17) and indemnity (Paragraph 18) cooperating brokers shall be third party beneficiaries of this agreement.

**PROPERTY CONDITION DISCLOSURE**

- The Seller is required by law to complete and sign a Property Condition Disclosure Statement and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.
- A copy of the Property Condition disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract.
- If prior to closing or possession by the buyer the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, the seller must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable.
- If the seller fails to so deliver a Property Condition Disclosure Statement, the buyer will be entitled to a credit in the amount of \$500 against the purchase price of the property upon the transfer of title.

**EXPLANATIONS**

- An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the Owner(s) of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.
- An "EXCLUSIVE AGENCY" listing means that if you, the Owner(s) of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

**EQUAL OPPORTUNITY IN HOUSING**

- The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing.

<sup>1</sup> Wherever the word broker is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker.

Owner Signature

David Salmon PORB

Owner Signature

David Salmon Valerie Lowe

Address

111-43-130 St South Oceans

Email Address

Home Phone

Other Phone

26 72-198  
L16  
Copy  
Lynch